



COUNTY OF LOS ANGELES

FIRE DEPARTMENT

1320 NORTH EASTERN AVENUE
LOS ANGELES, CALIFORNIA 90063-3294
(323) 881-2401

DARYL L. OSBY
FIRE CHIEF
FORESTER & FIRE WARDEN

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

December 01, 2015

47 December 1, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012


PATRICK OGAWA
ACTING EXECUTIVE OFFICER

Dear Supervisors:

**COOPERATIVE AGREEMENT FOR THE LOAN OF FEDERAL EXCESS PERSONAL PROPERTY
BETWEEN THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION AND THE
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

Requesting your Honorable Board to approve a Resolution authorizing the Consolidated Fire Protection District (Fire District) to enter into a five-year Cooperative Agreement (Agreement) for the Loan of Federal Excess Personal Property (FEPP) with the California Department of Forestry and Fire Protection (Cal Fire) to acquire excess military property such as heavy equipment, helicopter parts, portable structures, vehicles, and trailers, at no cost to the Fire District.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY:**

1. Adopt the attached resolution authorizing the Fire Chief to enter into a Cooperative Agreement for the Loan of FEPP with Cal Fire in Accordance with United States Forest Service Cooperative Forestry Assistance Act of 1978.
2. Authorize the Fire Chief or his designee to sign the attached five-year Agreement, which will enable the Fire District to acquire excess military property at no cost and to execute any documents required for the administration of this Agreement or subsequent amendments between Cal Fire and the Fire District.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The FEPP Program, in accordance with the United States Forest Service Cooperative Forestry Assistance Act of 1978, allows for first responder agencies to acquire excess military property/equipment at no cost. The items available for acquisition through this program include surplus military heavy equipment, helicopter parts, trucks, tractors, trailers, and portable structures, etc. These items will be utilized by the Fire District in carrying out our mission of protecting lives and property.

In order for the Fire District to participate in the program, approval of the attached resolution is required by Cal Fire. Therefore, your Board is requested to adopt the resolution. It is also requested that your Board authorize the Fire Chief or his designee to enter into the attached Agreement between Cal Fire and the Fire District to formally allow the Fire District to participate in this FEPP Program. The Agreement term is five years and will be effective upon the date of execution by Cal Fire.

Implementation of Strategic Plan Goals

Approval of the recommended actions is consistent with Los Angeles County Strategic Plan Goal No. 1, Operational Effectiveness, to maximize the effectiveness of the County's processes, structure, and operations to support timely delivery of customer-oriented and efficient public services.

FISCAL IMPACT/FINANCING

There is no impact on net County cost or cost to the Fire District for participating in this program.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement will be effective the day it is approved by Cal Fire and shall remain in effect for five years unless terminated by Cal Fire for any material breach of the Agreement by the Fire District.

County Counsel has approved the resolution as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

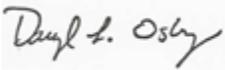
Approval of the recommended actions will increase the Fire District's ability to provide efficient and cost effective public safety services to the Los Angeles County residents we serve. The opportunity to receive surplus military items for use throughout the Fire District's service area at no cost to the Fire District will have a positive impact on the Fire District's fiscal responsiveness.

CONCLUSION

Upon adoption by your Board, please instruct the Executive Officer, Clerk of the Board, to return two copies of the Minute Order and this approved letter and resolution, as applicable, to the following:

Consolidated Fire Protection District of Los Angeles County
Attention: Lorraine Buck, Acting Chief, Planning Division
1320 N. Eastern Avenue
Los Angeles, CA 90063

Respectfully submitted,



DARYL L. OSBY
FIRE CHIEF, FORESTER & FIRE WARDEN

DLO:kc

Enclosures

c: Chief Executive Officer
Interim County Counsel
Auditor-Controller

**RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE COUNTY OF LOS ANGELES ACTING AS THE GOVERNING BODY OF THE
CONSOLIDATED FIRE PROTECTION DISTRICT OF LOS ANGELES COUNTY
AUTHORIZING THE COOPERATIVE AGREEMENT FOR THE LOAN OF FEDERAL EXCESS
PERSONAL PROPERTY IN ACCORDANCE WITH UNITED STATES FOREST SERVICE
COOPERATIVE FORESTRY ASSISTANCE ACT (CFAA) OF 1978**

WHEREAS, there is a need for Federal Excess Personal Property to help fight wildland, rural, structure or other fires in the County of Los Angeles; and

WHEREAS, the loan of Federal Excess Personal Property in accordance with the United States Forest Service Cooperative Assistance Act of 1978 is available to local agencies.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Los Angeles acting as the governing body of the Consolidated Fire Protection District as follows:

The Fire Chief of the Consolidated Fire Protection District of Los Angeles County is hereby authorized on behalf of the Board of Supervisors of the County of Los Angeles to enter into a Cooperative Agreement with the State of California Department of Forestry and Fire Protection for the loan of Federal Excess Personal Property (FEPP). A copy of said Agreement is attached hereto and made a part hereof.

The foregoing resolution was on the 1st day of December, 2015, adopted by the Board of Supervisors of the County of Los Angeles.

PATRICK OGAWA, Acting Executive Officer-
Clerk of the Board of Supervisors of the County
of Los Angeles

By Lachelle Smithman
Deputy

APPROVED AS TO FORM:

MARY C. WICKHAM
Interim County Counsel

By Scott Kuhn
Scott Kuhn, Principal Deputy



STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF FORESTRY AND FIRE PROTECTION

COOPERATIVE AGREEMENT FOR THE LOAN OF
FEDERAL EXCESS PERSONAL PROPERTY (FEPP)
Under the United States Forest Service Cooperative Forestry Assistance Act (CFAA) of 1978

This agreement is entered into by and between

THE STATE OF CALIFORNIA
DEPARTMENT OF FORESTRY AND FIRE PROTECTION

AND

LOS ANGELES COUNTY FIRE

This agreement for the **LOAN** of Federal Excess Personal Property (FEPP) through the US Forest Service made and entered into this day of , **201** , by and between the State of California acting by and through the Director of the Department of Forestry and Fire Protection, hereinafter called the STATE, and the Los Angeles County Fire hereinafter called the County, covenants as follows:

- A. WHEREAS, the State has been approved as an agent of the US Forest Service for the purpose of administering the Cooperative Forestry Assistance Act of 1978 (PL 95-313) Rural Fire Protection Program, hereinafter referred to as CFAA, and
- B. WHEREAS, the control of timber, grass and wild land fires in, and adjacent to, suburban areas is essential to an effective forest fire control program, and
- C. WHEREAS, the County is actively engaged in the prevention and suppression of all fires in and adjacent to suburban areas, and
- D. WHEREAS, the CFAA provides for the loan of FEPP available for use by the County to carry out this function if additional property is available, and
- E. WHEREAS, it has been determined to be advantageous to the STATE in the proper discharge of its responsibilities, to make certain FEPP available to the County.

NOW, THEREFORE, it is mutually agreed that, effective as the date shown above:

1. The STATE will **LOAN** to the County FEPP described in **Attachment A** under the following terms and conditions:

- A. FEPP primary use must be 90% for fire. The Forest Service FEPP program is not intended for Urban Safety and Rescue (USAR), medical or hazardous material responses on a daily basis.
- B. All such FEPP loaned shall be for an indefinite period of time, unless cooperator is negligent of program regulations. The agreement may be terminated by either party after giving notice 180 days in advance of such termination to the other party.
- C. Ownership shall remain with the US Forest Service and vehicle must be registered within thirty (30) days of taking possession, with DMV. Registered Owner shall be the County and Lien Holder to all vehicles and rolling stock shall be USDA Forest Service, PO Box 944246, Sacramento, CA 94244-2460. *FEPP aircraft must be acquired only for fire protection and may not be acquired to solely support the Forest Service or other Federal Agencies. Acquisitions and disposal of FEPP aircraft must be approved by General Services Administration (GSA), Pacific Rim Region, (FSH 3109.12, chapter 40).*

Agreement #: 990015

- D. The County shall complete a resolution of incorporation or non-incorporation, or a statement from their governing board approving participation, **and** proof of insurance in the form of an insurance policy or a self-insured statement on Board of Supervisors letterhead for all agreements having rolling stock or aircraft. Drivers shall take the necessary equipment training and have a valid California operator license to operate the loaned vehicle(s). In the case of FEPP aircraft, pilots must possess a valid FAA pilot certificate with the appropriate aircraft category rating and at least a commercial license. A pilot must be current in the aircraft category for night flight or carrying required crewmembers.
*Registration of aircraft with the FAA only those aircraft that are or will be operational.
Registration of FEPP aircraft must be approved by the FEPP National Program Manager, (FSH 3109.12, chapter 40).*
- E. Ownership of all accessories, tools, light bars, sirens and equipment which is added to the loaned property remains with the County and must be removed prior to return of the property to the US Forest Service. Parts that are removed and replaced with modified, upgraded, or superseding parts at the expense of the agency operating the vehicle, must be either returned or otherwise previously accounted for, to the satisfaction of the State or Federal agency if the vehicle is returned due to termination of this agreement. The latter does not include those items changed due to routine maintenance or less than \$5,000.00 (accountable property) in current market value.
- F. The Local Fire Department **must** paint all rolling stock to match their existing department equipment and apply their department logo, within one (1) year of the acquisition.
- G. The Cooperator shall identify all accountable property with a US Forest Service FEPP property tag, (AG number) provided by your Sacramento Headquarters FEPP Unit, so as to both identify and trace it as Federal owned property.
- H. The County shall be responsible for the proper care, maintenance, security, and storage of the property. In the case of aircraft that means maintenance according to the appropriate military maintenance documentation at the minimum. Every effort to use commercial aviation best industry practices should be made and those returning an aircraft to service must possess a valid FAA mechanics certificate appropriate to the work being performed or be in the employ of an FAA repair Station which is authorized by the FAA to complete the type of maintenance being performed. Although FAA certificate numbers are not required to document work on NON type certificate aircraft it is required that the maintenance personnel have the training and documentation required for working on certificated aircraft.
- I. Amendments to this agreement must be submitted to your sponsoring unit, listed below, within 30 days of acquisition or disposal of loaned property listed on Attachment A.
- J. FEPP cannot be sold, loaned, traded, cannibalized, modified, transferred or disposed of in any manner without the State and US Forest Service Property Management Officer (PMO) approval. *Items requiring special handling describes disposal of aircraft procedures are outlined in FSH3109.12, chapter 30, sec. 32, included.
Cannibalization procedures for aircraft are identified in the Screening and Freezing section of FSH 3109.12, chapter 40, sec. 41.2, Included. Modifications to the frame or structure of an aircraft must be approved by the forest Service, Assistant Director, Aviation.*
- K. The State and the County shall maintain formal accountability records for all FEPP on loan to the County such property shall be made available at all times for a physical inventory by State and US Forest Service personnel.

Agreement #: 990015

- L. When any FEPP is loaned to the County hereinafter, is lost, stolen, worn out, not needed, or involved in an accident, the sponsoring **CAL FIRE Sacramento FEPP Unit**, located at **1300 'U' Street, Sacramento, CA 95818**, shall be contacted for proper documentation and handling.
For declassification of an aircraft (which includes lost or destroyed) send a letter to GSA, Aircraft management Policy Division, Washington, DC, stating detailed information regarding this request, (FSH 3109.12, chapter 40, sec. 45.1, included).
2. In the event that all of, or any one or more pieces of FEPP; provided to the County hereunder assigned, is lost, stolen, sold, damaged, destroyed or unavailable for its purposes intended hereunder, and is clearly established that such assignment or loss occurred while or as a result of a use other than stated in the terms and conditions above, then the State shall have the right and the obligation to retake such FEPP and/or assess the County for damages; if gross negligence is declared, up to the current market value immediately prior to such assignment, loss or destruction, established by the US Forest Service, for each piece of FEPP.
 3. In the event of any dispute over FEPP **loaned** equipment or any terms or conditions contained herein, the dispute shall be decided by the State and its decision shall be binding and final.
 4. The parties hereto agree that the County, their officers, employees, agents, servants, contractors, volunteers, paid firefighters, and all others acting on behalf of the County, performing under the terms of this agreement, are not acting as officers, employees or agents of the State or the Federal Government.
 5. The County agrees to defend, indemnify, save and hold harmless the State as defined herein, and the Department of Forestry and Fire Protection, their officers, agents and employees against any and all claims, demands, causes of action or liability of any kind whatsoever arising out of the acts of the County, its agents or employees in the performance of any function provided for under the terms of this agreement or the use of property furnished.
 6. The period of this agreement is for five (5) years from the date of last signature on page four (4) and entered on page one (1), if no violations or signatory changes occur. The agreement will be **reviewed** biennially (every two years during mandatory Inventory) for compliance by a CAL FIRE Administrative Officer during the physical inventory process and automatically extended if no violations or changes have occurred, not to exceed the five (5) year term.
Aircraft Usage report is due annually in January, (FSH 3109.12, chapter 60, sec. 62.2, included).
 7. During the five (5) year term of this agreement, at the option of the State, it may be terminated for any material breach by the County for any terms herein.
 8. The mailing address of the parties hereto, for all notices, payments, repayments or any other activity required or contemplated under the terms of this agreement, except for eventual disposition of property in Attachment A, Item No. 1 are:

CONTRACT COUNTY NAME: **Los Angeles County Fire**

Contact:

Physical Address: **1320 North Eastern Avenue**

Mailing Address

City: **Los Angeles** Zip: **90063-3294**

Telephone: **(323) 881-2401**

Cell::

Fax:

Email Address: daryl.osby@fire.lacounty.gov

Department of Forestry and Fire Protection (CAL FIRE)

PO BOX 944246

SACRAMENTO, CA 94244-2460

Attn: Business Services Office – Federal Property Unit

(916) 653-7772

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year of the last signature below.

CONTRACT COUNTY	
NAME OF CONTRACT COUNTY: LOS ANGELES COUNTY FIRE	
BY (Authorized Signature): <i>[Signature]</i>	DATE SIGNED:
PRINTED NAME AND TITLE OF PERSON SIGNING: DARYL L. OSBY, Fire Chief	
STATE OF CALIFORNIA Department of Forestry and Fire Protection	
BY (CAL FIRE HQ FEPP Property Manager) <i>[Signature]</i>	DATE SIGNED:
PRINTED NAME AND TITLE OF PERSON SIGNING: Ken Pimlott, CAL Fire State Forester	

STATE OF CALIFORNIA
THE RESOURCES AGENCY
DEPARTMENT OF FORESTRY AND FIRE PROTECTION (**CAL FIRE**)

COOPERATIVE AGREEMENT FOR THE LOAN OF
FEDERAL EXCESS PERSONAL PROPERTY (FEPP)
Under the United States Forest Service Cooperative Forestry Assistance Act (CFAA) of 1978

ATTACHMENT A

LOS ANGELES COUNTY FIRE

	ITEM:	SERIAL #:	PROPERTY #
1.	SEE ATTACH FEPMIS N/A AND INVENTORIED SCREEN PRINTS		
2.			
3.			
4.			
5.			
6.			
7.			

REV: 17/1/15